

Certificate of Notice Page 1 of 6
United States Bankruptcy Court
Eastern District of Pennsylvania

In re:
Robert E. Lefever
Linda L. Lefever
Debtors

Case No. 16-16589-mdc
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2

User: YvetteWD
Form ID: pdf900

Page 1 of 1
Total Noticed: 2

Date Rcvd: Apr 28, 2017

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Apr 30, 2017.

db +Robert E. Lefever, 3148 Pinch Road, Manheim, PA 17545-9552
jdb +Linda L. Lefever, 200 Houck Drive, Apt.D, Manheim, PA 17545-9813

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Apr 30, 2017

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 28, 2017 at the address(es) listed below:

ALAINE V. GRBACH on behalf of Joint Debtor Linda L. Lefever avgrbach@aol.com
ALAINE V. GRBACH on behalf of Debtor Robert E. Lefever avgrbach@aol.com
DONALD R. GEITER on behalf of Creditor Branch Banking and Trust Company dgeiter@barley.com,
jrachor@barley.com;cbrelje@barley.com;kbraas@barley.com;kcunneen@barley.com
MATTHEW S BLEACHER on behalf of Creditor Lancaster County Tax Claim Bureau
mbleacher@n-hlaw.com,
bsolodky@n-hlaw.com;jsimmerok@n-hlaw.com;dpeiffer@n-hlaw.com;dsheaffer@n-hlaw.com;rcronin@n-hlaw.com
THOMAS I. PULEO on behalf of Creditor Toyota Motor Credit Corporation tpuleo@kmlawgroup.com,
bkgroup@kmlawgroup.com
United States Trustee USTPRegion03.PH.ECF@usdoj.gov
WILLIAM C. MILLER on behalf of Trustee WILLIAM C. MILLER ecfemails@ph13trustee.com,
philaecf@gmail.com
WILLIAM C. MILLER ecfemails@ph13trustee.com, philaecf@gmail.com

TOTAL: 8

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re:	:	CHAPTER 13
	:	
ROBERT E. LEFEVER AND	:	BANKRUPTCY NO. 16-16589
LINDA L. LEFEVER,	:	
	:	
Debtors.	:	
	:	

ORDER

AND NOW, on this 27th day of April, 2017 upon consideration of the Motion of Robert E. Lefever and Linda L. Lefever (the "Debtor"), for Authority to: (1) Sell Residential Real Property Located at 601 Quail Creek Road, Manheim PA 17545 [Tax Parcel No. 540-11428 (the "Property") Free and Clear of all Liens, Claims and Encumbrances Pursuant to 11 U.S.C. § 363 and (2) Compensate Real Estate Brokers (the "Motion"), and after notice to creditors and parties in interest; it is hereby

ORDERED, that the Motion is **GRANTED**; it is further

ORDERED, that pursuant to 11 U.S.C. § 363(b) and by the issuance of this Order, the Debtor is authorized, empowered and directed to execute and deliver the necessary documents to transfer and sell the Property to Matthew and Linda Fahnestock (collectively, the "Purchasers") for the purchase price of \$450,000.00¹ pursuant to the terms and conditions of the Agreement of Sale (the "Agreement of Sale") attached to the Motion as Exhibit "A" (if there is any inconsistency between the Agreement of Sale and this Order, this Order shall control); it is further

ORDERED, that the Debtor be and hereby is permitted to sell the Property to the Purchasers free and clear of any and all liens, claims, security interests, mortgages, pledges, charges, indentures, loan agreements, options, rights of first refusal, offsets, recoupments, rights of recovery, judgments, orders and decrees of any court or governmental entity, interest, successor, products, tax and other liabilities and claims against the Debtor or his property, of any kind or nature, whether secured or unsecured, choate, or inchoate, filed or unfiled, scheduled or unscheduled, notice or unnoticed, recorded or unrecorded, contingent or noncontingent, liquidated or unliquidated, matured or unmatured, known or unknown (collectively, the “Liens and Claims”) except for the First Mortgage held by John F. and Christine J. Markel; it is further

ORDERED, that the Liens and Claims shall attach to the proceeds of sale described herein, to the extent and with the priorities provided under applicable non-bankruptcy law, as such laws may be modified by the Bankruptcy Code; it is further

ORDERED, that the transfer of the Property to the Purchasers constitutes a legal, valid and effective transfer of the Property and shall vest the Purchasers with all right, title and interest of the Debtor and Russell Property Group, LLC in and to the Property, free and clear of all Liens and Claims; it is further

ORDERED, that the Purchase Price provided by the Purchasers for the Property is fair and reasonable. The Purchase Price was negotiated, proposed and entered into without collusion, in good faith and from an arm’s length bargaining position “within the meaning of § 363(f) of

¹ In accordance with the Agreement of Sale, the Purchasers have paid a deposit in the amount of \$1,000.00 which shall be credited at the time of closing on account of the purchase price.

the Bankruptcy Code and *In re Abbotts Dairies of Pennsylvania, Inc.*, 788 F.2d 142 (3rd Cir. 1986)”; it is further

ORDERED, at closing on the Property, the Debtor and/or Russell Property Group, LLC is authorized to distribute the proceeds from the sale of the Property as follows:

(a) First, the amount needed to satisfy the outstanding property tax and municipal liens due the applicable governmental authorities;

(b) Second, in satisfaction of the realtor commission due to Berkshire Hathaway as brokers for the Debtors and and the Purchasers) in the aggregate amount of \$27,000.00;

(c) Third, the normal and customary closing costs including, but not limited to, transfer taxes and recording fees;

(d) Fourth, the balance to BB & T Bank.

BY THE COURT:


HONORABLE MAGDELINE D. COLEMAN,
UNITED STATES BANKRUPTCY JUDGE